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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

11 CHIQUITA FRESH, No. C-11-06683 DMR
12 Plaintiff(s),
13 v.
14 GREENE TRANSPORT,
15 Defendant(s).

**ORDER RE: PAYMENT
OF CONTRACT DAY
PROTOCOL FOR P
ONGOING DEFENS**

**ORDER RE: PAYMENT OF BREACH
OF CONTRACT DAMAGES;
PROTOCOL FOR PAYMENT OF
ONGOING DEFENSE COSTS**

17 On June 7, 2013, the court granted partial summary judgment in favor of Plaintiff Chiquita
18 Fresh North America L.L.C. with respect to its claim that Defendant Greene Transport Company
19 (“GTC”) breached the parties’ Carrier Agreement by failing to defend Chiquita in a Florida lawsuit
20 in which Chiquita was named a defendant. [Docket No. 65.] The court ordered the parties to brief
21 the issue of contract damages, which they did. On October 23, 2013, the court granted in part
22 Chiquita’s motion for breach of contract damages and awarded Chiquita damages in the amount of
23 \$283,956.75. [Docket No. 92.] Since then, Chiquita has requested from GTC a payment schedule
24 and an ongoing payment protocol, and to date has received neither. *See* Docket No. 95. GTC has
25 taken the position that Chiquita is not entitled to receive payment until the court orders payment or
26 the order finding GTC liable for breach of contract becomes a final judgment. *Id.* The court has
27 determined that this matter is suitable for resolution without oral argument. Civil L.R. 7-1(b).
28 GTC is ordered to pay \$283,956.75 to Chiquita within **thirty (30) days** of this order.

United States District Court

For the Northern District of California

1 As to continuing costs of defense, invoices will be submitted by the law firm of Burnham
2 Brown to counsel for GTC. Invoices may be redacted only to reflect information protected by
3 privilege, and any redactions must be documented on a privilege log that shall be submitted
4 contemporaneously with the invoices. Given the court's previous instruction to Chiquita in this
5 case, any over-redaction may result in a court order reducing the payable amount of an invoice. Any
6 unchallenged amounts in an invoice are to be paid within 45 days of receipt of the invoice by GTC.
7 If GTC disputes any charges, it must submit a detailed explanation of its challenge in writing to
8 Burnham Brown within 25 days of receipt of the invoice. The parties must promptly meet and
9 confer in person or over the phone regarding the dispute. If the parties are unable to reach a
10 resolution, they shall file a joint letter within 45 days of GTC's receipt of the invoice. The joint
11 letter shall not exceed eight pages, and Chiquita shall lodge the relevant unredacted and redacted
12 invoices with the court for in camera review.

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14 IT IS SO ORDERED.
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16 Dated: December 17, 2013
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